



5-139

ORDINANCE NO. 1758

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT FOR A "GENERAL ENGINE REPAIR" ON PROPERTY LOCATED AT 3607 GARDENBROOK DRIVE AND WITHIN A LIGHT INDUSTRIAL ZONING DISTRICT; ESTABLISHING CONDITIONS OF OPERATION; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; AND DECLARING AN EMERGENCY.

Whereas, the City Plan Commission of the City of Farmers Branch and the governing body of the City of Farmers Branch, in compliance with the Charter of the City of Farmers Branch, and the State Law with reference to granting of a specific use permit under the Zoning Ordinance Regulations and Zoning Map, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Farmers Branch is of the opinion that said change in zoning uses should be made;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be, and the same is hereby amended by amending the Zoning Map of the City of Farmers Branch so as to grant a specific use permit for "General Engine Repairs" in a Light Industrial (LI) zoning district.

SECTION 2. That the "General Engine Repair Use" shall be specifically located within the building at 3607 Gardenbrook Drive and that all repair activities shall be conducted within said building.





SECTION 3. That the above described "General Engine Repair Use" shall be constructed and operated in the manner setforth on the approved site plan attached as Exhibit "A".

SECTION 4. That the property owners have voluntarily agreed to deed restrict the property through written and recorded deed restrictions which reserve the City the right to review the zoning on the property after 5 years or in the event the business of Swedish Auto, Inc. a Texas Corporation is sold or no longer involves general engine repair and terminate the Specific Use Permit. No permanent Certificate of Occupancy shall be issued for the above described use until such that time a copy of the filed deed restriction is attached to and made a part of this ordinance as Exhibit "B".

SECTION 5. That the owner of the property did voluntarily offer to deed restrict the property in favor of the City, and said deed restriction are acceptable. The owner shall file same for record.

SECTION 6. That the above described property shall be used only in the manner and for the purpose provided by the Comprehensive Zoning Ordinance of the City of Farmers Branch as herein amended and by the granting of a specific use permit for a "General Engine Repair Use."

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense.

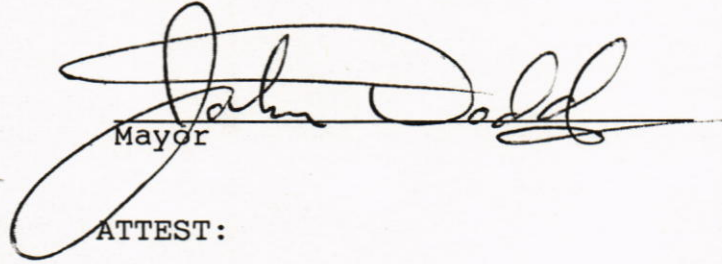
SECTION 8. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

SECTION 9. In addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this Ordinance.

SECTION 10. Whereas, it appears that the above described property requires that it be given the specific use permit in order to permit its proper use and development, and in order to protect the public interest, comfort and general welfare of the City of Farmers Branch, and creates an urgency and an emergency in the preservation of the public health, safety and welfare, and requires that this ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance, as the law in such case provides.

DULY PASSED BY THE CITY COUNCIL of the City of Farmers Branch, Texas, on this the 15th day of February, 1988.

APPROVED:

  
Mayor

APPROVED AS TO FORM:

ATTEST:

  
City Attorney

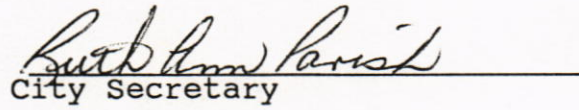
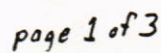
  
City Secretary



Exhibit "A"



1003

EST. MARINE INCORPORATED SACRAMENTO, CALIF. 95811	TOTAL B.Y. O. CHANAYAL SACRAMENTO, CALIF. 95811	<i>[Signature]</i>	A WAREHOUSE FOR BROTHERHOOD VENTURE <i>[Signature]</i>	<i>[Stamp]</i>
--	--	--------------------	--	----------------

TOTAL OFFICE SPACE IN	BLDG	4335	sq. ft.
TOTAL WAREHOUSE SPACE IN	BLDG	23765	sq. ft.
TOTAL		30,000	sq. ft.
TOTAL PARKING REQUIRED		444	
TOTAL PARKING AVAILABLE		62.0	

NOTE: NO PHYSICAL CHANGES  
TO EXISTING SITE

# Exhibit "A"



3607 GARDENBRACK

NOTES

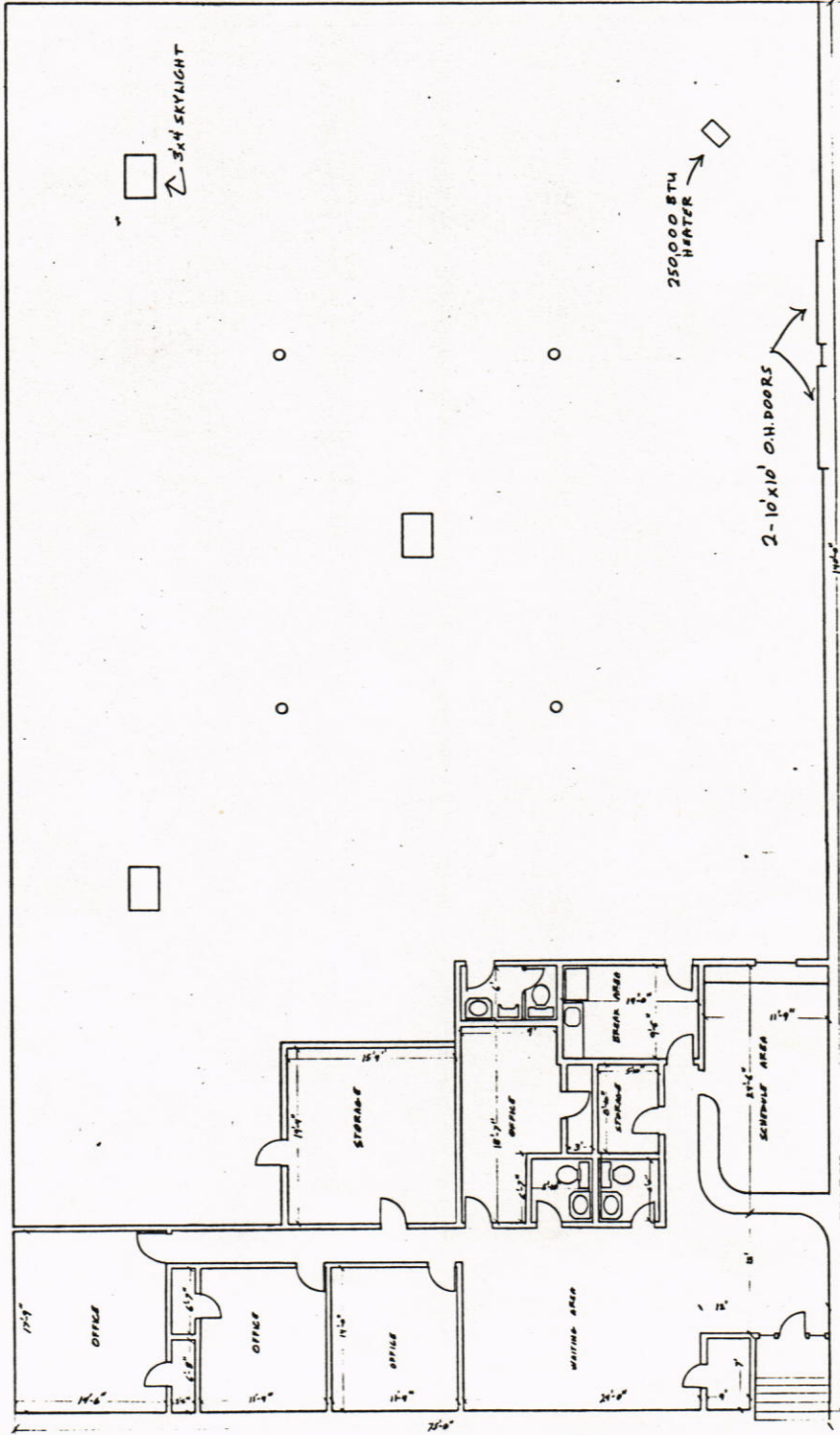
3335 SQ. FT. OFFICE

9645 SQ. FT. SHED

13000 SQ. FT. TOTAL

3607 GARDENBRACK  
SWEDISH AUTO INC

2 of 3

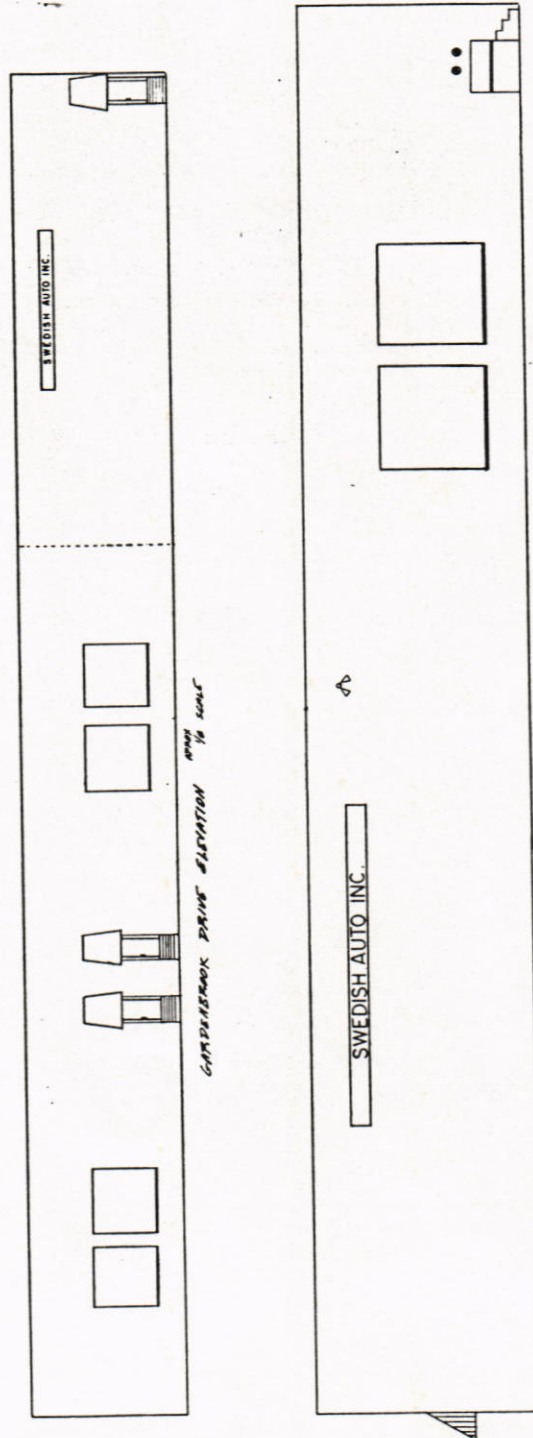


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# Exhibit "A"

# Exhibit "A"

3607 GARDENBROOK  
SWEDISH AUTO INC  
3 of 3



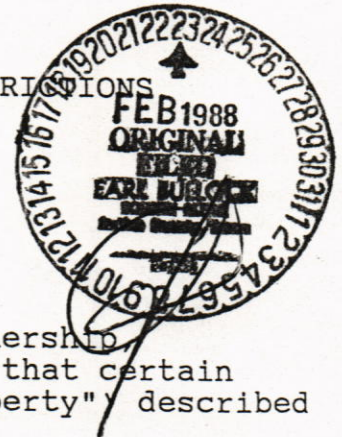
# Exhibit "A"



# Exhibit "B"

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS           X  
                                  X  
COUNTY OF DALLAS       X



WHEREAS, Birchwood Venture, a Texas general partnership hereinafter called the Declarant, is the owner of all that certain real property located Dallas County, Texas, (the "Property") described as follows:

A portion, as shown on Exhibit "A", of Lot 2, Block 6 of the Brookhaven Business Park - Phase II, Farmers Branch, Texas, and more commonly known as 3607 Gardenbrook, Farmers Branch, Texas; and

WHEREAS, Declarant desires to lease the property to Swedish Auto, Inc. ("Swedish Auto") a Texas business corporation for the purpose of operating an auto repair business; and

WHEREAS, the City of Farmers Branch, Texas (the "City") desires the Declarant to make and file this Declaration as a condition for granting a Specific Use Permit permitting the operation of an auto repair business on the Property;

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, transferred, operated, occupied, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof and to the City.

### USE RESTRICTION

1. Other than Swedish Auto or Swedish Auto doing business as, no individual, corporation, partnership, association or any other legal entity of any kind may operate an auto repair business on the Property. As used in this Declaration, "auto repair" shall have the same meaning as that generally assigned to the term "general repairs" by Section 8-114(b) of Ordinance No. 769 of the City of Farmers Branch, Texas. Once the Property has been vacated by Swedish Auto for any reason, the use of the Property for the operation of an auto repair business shall be totally prohibited unless or until such time as the Declarant and the City agree, in writing, to the modification, amendment, termination or supersession of this Declaration to permit such use. For the purposes of this Declaration, Swedish Auto shall be

# Exhibit "B"



## Exhibit "B"

said to have vacated the Property thirty days after it has ceased to operate on the Property an auto repair business.

2. Swedish Auto or Swedish Auto doing business as, and only Swedish Auto or Swedish Auto doing business as, can use the Property for the operation of an auto repair business for a period of five years beginning with the date hereof. Prior to the expiration of the five-year term, Swedish Auto must obtain from the City a Resolution which affirms Swedish Auto's continued use beyond the five-year period and for an additional specific period of time. Before that renewal period expires, Swedish Auto must obtain another Resolution from the City for another renewal period. If a term expires before the City renews, Swedish Auto's right to use the property for the operation of an auto repair business terminates, and Swedish Auto shall have one year from the date of expiration or termination of the five year term or other renewal period as may be applicable to cease its operation of an auto repair business on the Property.

3. This Declaration may be amended or terminated only by express written agreement between the Declarant and the City.

### ENFORCEMENT

1. Declarant, or the City, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

### COVENANTS RUN WITH THE LAND

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the City, and their respective legal representatives, heirs, successors, and assigns.

### VOLUNTARY SUBMISSION OF DECLARATION

Declarant hereby agrees that this Declaration has been executed voluntarily and, to the best of its knowledge, is reasonable and valid and that any and all claims of vested rights, non-conforming use, property rights and damages in relation to any rezoning arising out of the exercise of rights under this Declaration are not available, are not applicable and are hereby waived, and the Declarant does hereby release, relieve and hold harmless the City, members of the City's Planning and Zoning Commission and City Council, the City Staff, and

Exhibit "B"



# Exhibit "B"

the City's agents, servants and employees for acts and actions relative to the carrying out of the City's rights under this Declaration.

## FILING

It shall be the duty of the Declarant to file this Declaration in the Deed Records of Dallas County, Texas.

Executed by the said Declarant, this 23rd day of FEBRUARY, 1988.

BIRCHWOOD VENTURE, a Texas General Partnership

BY: Mitchell L. Barnett  
MITCHELL L. BARNETT,  
General Partner

Before me, a notary public, on this day personally appeared Mitchell L. Barnett, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of February, 1988.

[Signature]  
Notary Public Signature

My Commission Expires 01/17/89

AGREED AND ACCEPTED on the 23rd day of February, 1988.

City of Farmers Branch, Texas

BY: [Signature]

TITLE: City Manager


# Exhibit "B"



# Exhibit "B"

Before me, a notary public, on this day personally appeared Richard L. Escalante, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of February, 1988.

Julie Parker  
Notary Public Signature  
 JULIE A. PARKER  
Notary Public, State of Texas  
My Commission Expires 2/6/90

AGREED AND ACCEPTED on the 23rd day of February, 1988.


Swedish Auto, Inc.

BY: [Signature]

TITLE: President

Before me, a notary public, on this day personally appeared W.E. Sings, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of February, 1988.

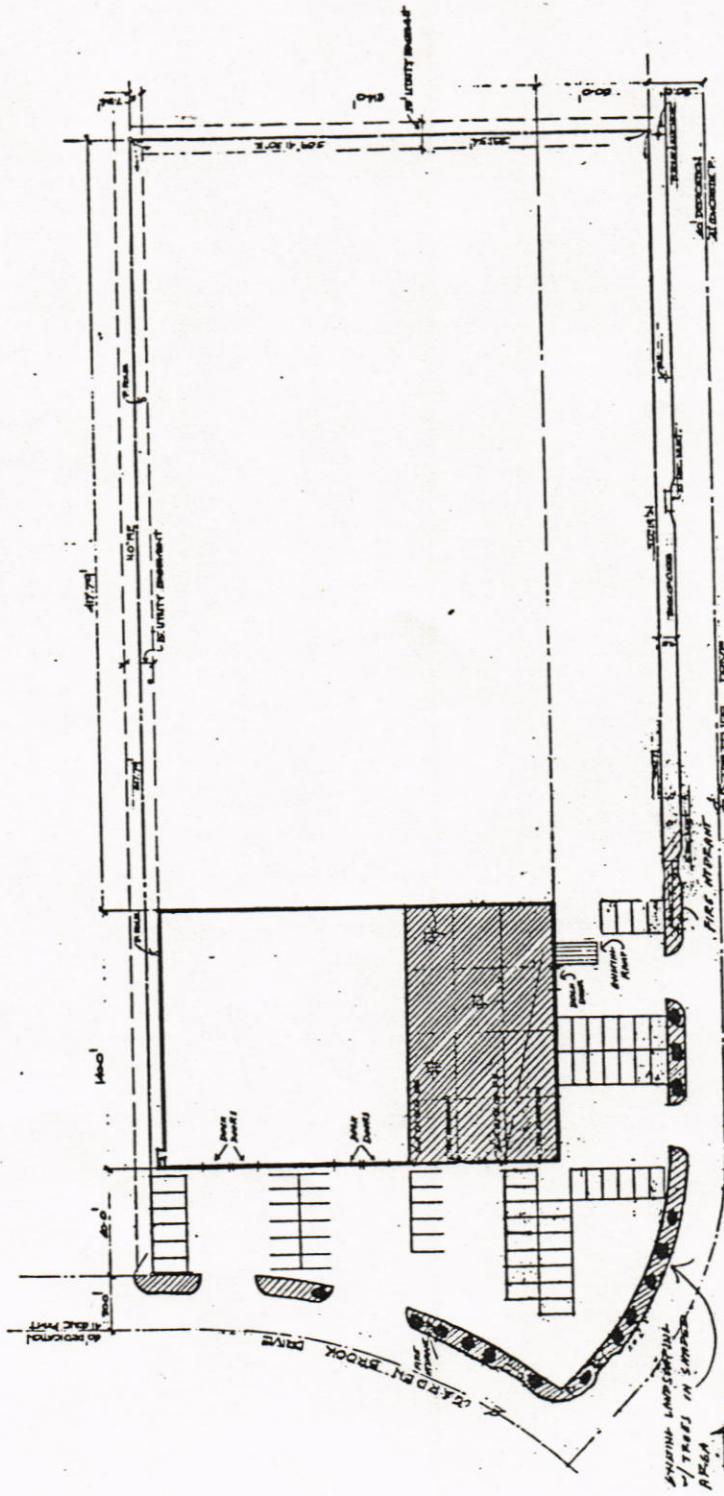
 HELEN CARTER OLIVER  
Notary Public, State of Texas  
My Commission Expires 11-19-90

Helen Carter Oliver  
Notary Public Signature  
My Commission Expires 11-19-90

# Exhibit "B"

# Exhibit "A"

Exhibit "B"  
of  
Ordinance 1758



3607 GARDEN BROOK  
SWEDEMAN AUTO INC



AMERICAN SOUTHERN  
ENGINEERING  
1111 N. 1ST ST.  
ST. LOUIS, MO. 63102  
PHONE 434-1111

NOTE: NO PHYSICAL CHANGES TO EXISTING SITE

TOTAL OFFICE SPACE IN BLDG	6,235 SQ. FT.
TOTAL WAREHOUSE SPACE IN BLDG	2,715 SQ. FT.
TOTAL	30,000 SQ. FT.
TOTAL PARKING REQUIRED	44.4
TOTAL PARKING AVAILABLE	62.0

# Exhibit "A"

Exhibit "B"  
of  
Ordinance 1758





**FARMERS  
BRANCH**

**RESOLUTION NO. 93-029**

A RESOLUTION APPROVING THE CONTINUED OPERATION OF A GENERAL ENGINE REPAIR FACILITY FOR A PERIOD OF FIVE (5) YEARS ON PROPERTY LOCATED AT 3607 GARDENBROOK DRIVE AND WITHIN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT.

WHEREAS, the City Council passed Ordinance No. 1758 in February of 1988 which granted a Specific Use Permit to allow operation of a "general engine repair" establishment on property located at 3607 Gardenbrook Drive, and

WHEREAS, the property owner voluntarily agreed to deed restrict the property so as to reserve the City's right to review the zoning on the property at the end of five (5) years or terminate the Specific Use Permit in the event the business of Swedish Auto, Inc. is sold or no longer involves general engine repair, and

WHEREAS, Swedish Auto, Inc. desires to continue operating a general engine repair business beyond the original five (5) year period as so provided by the deed restriction and Ordinance No. 1758, and

WHEREAS, the City Council of the City of Farmers Branch, Texas has received a recommendation from the Planning and Zoning Commission to allow Swedish Auto, Inc. to continue operating a "General Engine Repair" facility for an additional period of five (5) years, and

WHEREAS, it has been determined that continued use of this property is compatible with the development goals of the City of Farmers Branch;

NOW, THEREFORE, Be it resolved by the City Council of the City of Farmers Branch, Texas:

SECTION 1. That the City Council does hereby approve the continued operation of a "General Engine Repair Facility" for a period of five (5) years on property located at 3607 Gardenbrook Drive and within the Light Industrial (LI) zoning district.

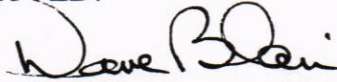
SECTION 2. That said five (5) year period shall expire on March 1, 1998.

DULY PASSED BY THE CITY COUNCIL of the City of Farmers Branch, Texas, on this the 1st day of March, 1993.



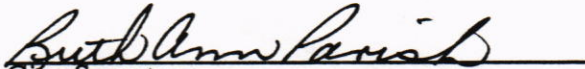


APPROVED:



Mayor

APPROVED AS TO FORM:

  
City Secretary

ATTEST:

  
City Attorney



## MEMORANDUM

From: The Office of the Community Services

Date: 1/21/88

Subject: AGENDA ITEM NO. 02 .

CONSIDER REQUEST OF SWEDISH AUTO INC. FOR A SPECIFIC  
USE PERMIT TO OPERATE AN AUTOMOTIVE REPAIR FACILITY  
LOCATED AT 3607 GARDENBROOK DRIVE AND WITHIN A LIGHT  
INDUSTRIAL ZONING DISTRICT AND TAKE APPROPRIATE ACTION.

EXPLANATION:

Swedish Auto proposes to move its current repair facility from 3119 Gardenbrook Dr. to 3607 Gardenbrook Dr. No physical changes are proposed to the building exterior or the grounds at the new location. The warehouse structure at 3607 Gardenbrook was constructed in 1977 in compliance with the Comprehensive Zoning Ordinance. An SUP is required to operate an automotive repair facility in a Light Industrial Zoning District.

RECOMMENDATION:

Staff recommends the SUP be approved as submitted.

ACTION BY COMMISSION:

Several options are available.

1. Motion to recommend approval of the SUP as submitted.
2. Motion to recommend denial of the SUP.
3. Motion to recommend approval of the SUP with conditions (any conditions desired by the Commission).
4. Any other action desired by the Commission.

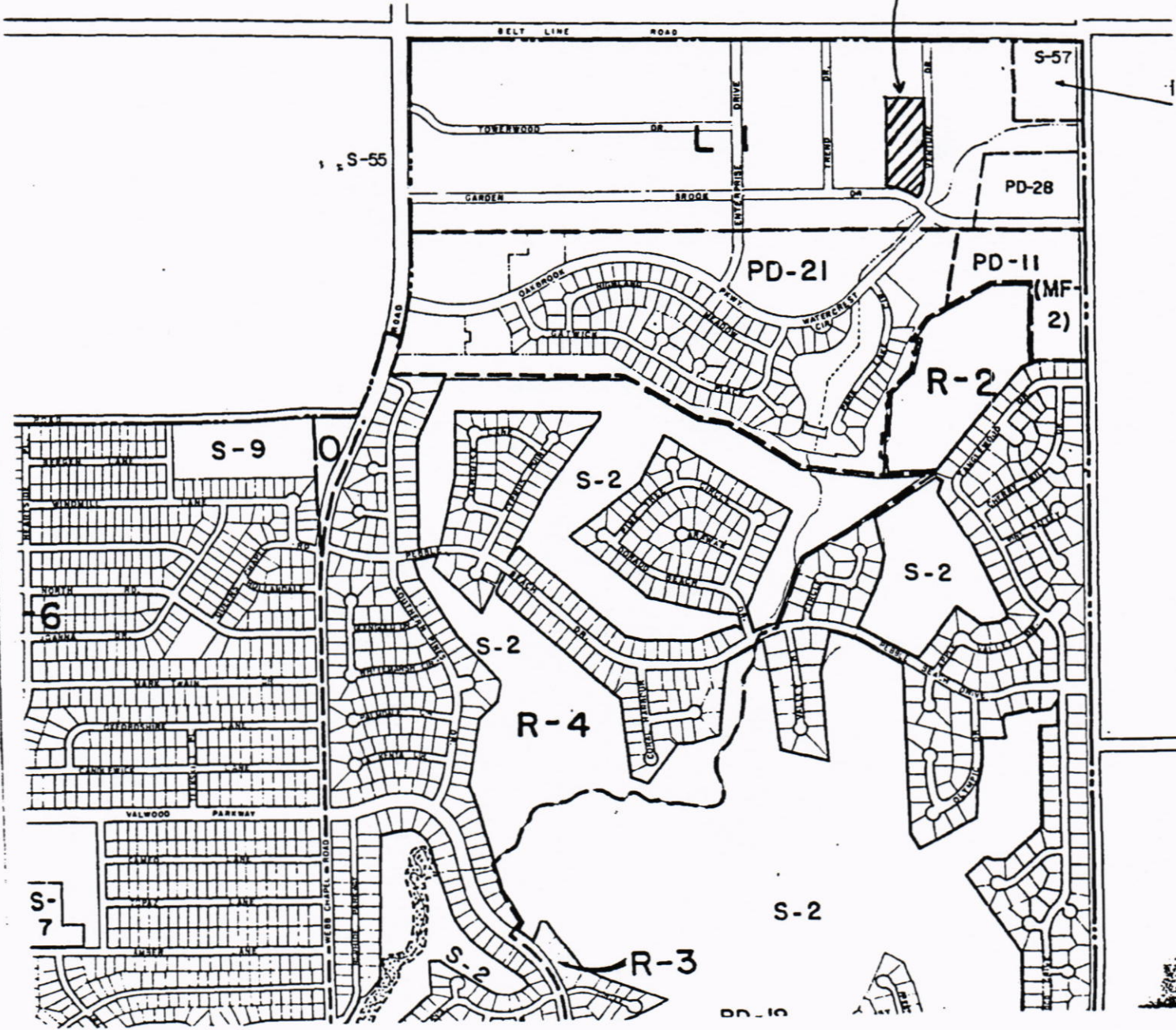
TES:SA:cjm

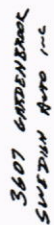
Attachments:

1. Location sketch.
2. Site plan.
3. Floor plan.
4. Elevations.
5. Summary of mailed notices.



Site Location





**A WAREHOUSE FOR  
ARCHITECTURE**

SUE		DATE: 1-1-62	
<p>NOTE: NO FURTHER CHANGES TO BE SUBMITTED.</p> <p>           TOTAL OFFICE SPACE IN BLDG 4285 64. FT.            TOTAL WAREHOUSE SPACE IN BLDG 2785 54. FT.            TOTAL 39.00 54. FT.         </p>	<p>           TOTAL PARKING REQUIRED 44.4            TOTAL PARKING AVAIL. 62.0         </p>		





3607 HARDENBANK

NOTES

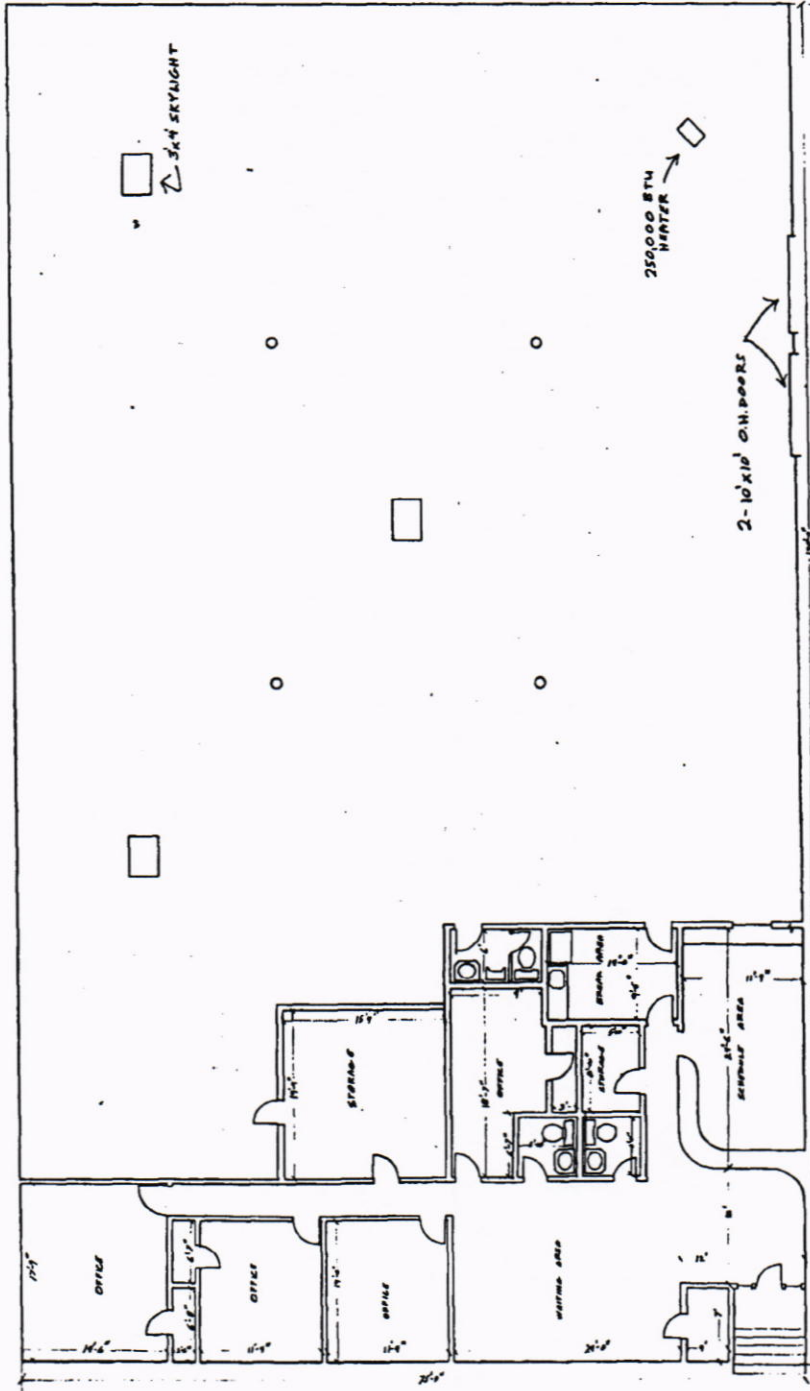
3335 S.W. PT. OFFICE

9415 S.W. PT. LAMP

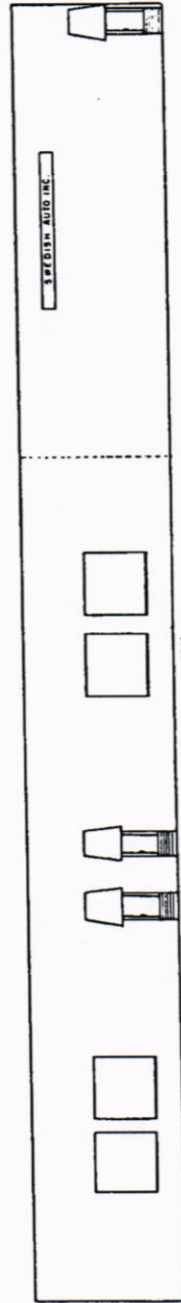
2200 S.W. PT. TOWN

3607 HARDENBANK  
SWEDELL BROS INC

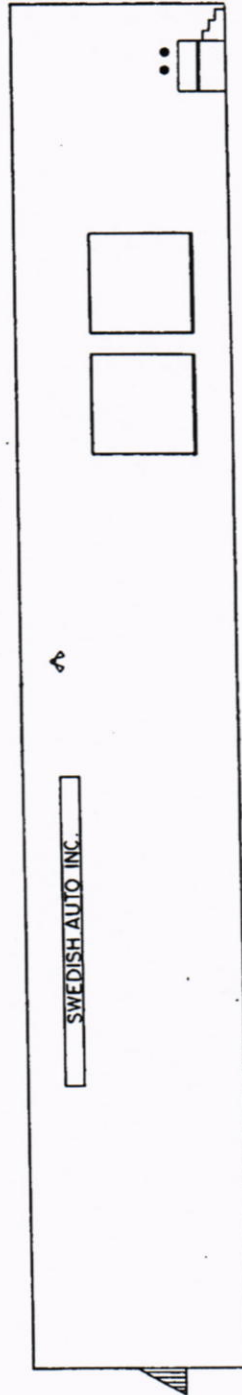
2 of 3



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GARDENBROOK DRIVE ELEVATION 3/4 VIEW



VENTURE DRIVE ELEVATION 3/4 VIEW

3/07 GARDENBROOK  
SWEDISH AUTO INC.  
3/07



PROPERTY OWNER LIST

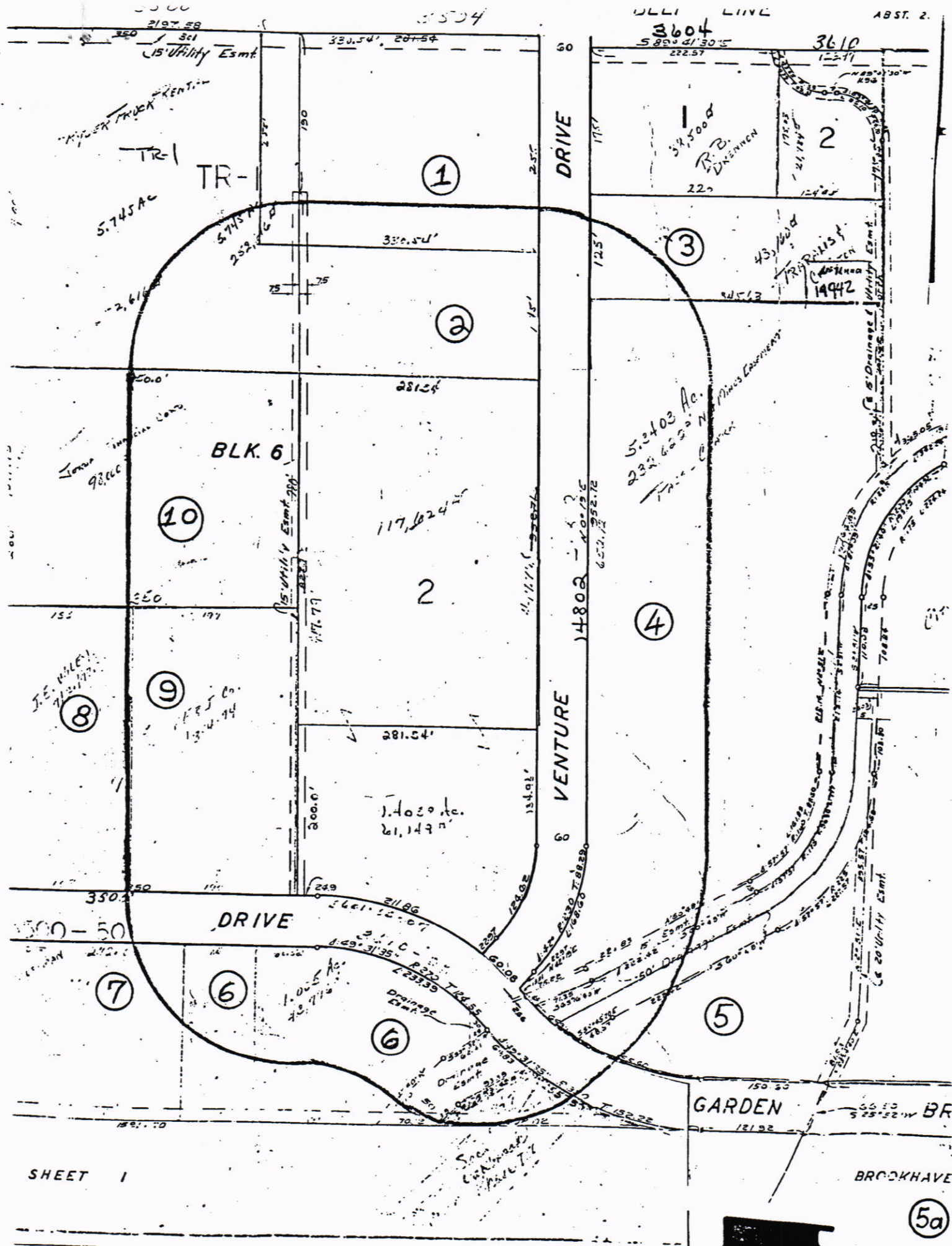
CASE NO. Z87-128

LOCATION: 3607 Gardenbrook

NOTICES MAILED:

(DATE)

NO.	NAME	ADDRESS/ CITY	RETURNED		NO RESP.
			APP.	OPP.	
1	Kenneth M. Standley	13919 Prestwick F. B. 75234			
2	Ryder Truck Rental Tax Dept.	P. O. Box 520816 Miami, Florida 33102			
3	Southwest Walcor Inc	14940 Venture Dallas 75234			
4	Venture Drive P/S	14812 Venture F. B. 75234			
5	First Mortgage Inv. Suite 160	511 E. John Carpenter Irving, Texas 75062			
6	Monique Siegel	2513 Country Place Dr Carrollton 75006			
7	GardenBrook S/C	P. O. Box 802206 F. B. 75234			
8	A. P. Wiley Jr.	P. O. Box 20387 Dallas 75220			
9	Shelby Investment	P.O. Box 10048 Dallas 75207			
0	Vantage Income Prop 1982	2777 Stemmons #1900 Dallas 75207			
1					
2					
3					
4					
PREPARED BY GSC SUMMARY OF MAILED NOTICES			0	0	10







## FARMERS BRANCH

Bill Signs, President  
Swedish Auto, Inc.  
3607 Gardenbrook  
Farmers Branch, Texas 75234

April 3, 1992

Dear Bill:

I enjoyed my visit to your facility yesterday. Your facilities are impressive and, to me, convey a highly professional image.

The handling of environmentally sensitive compounds at your facility appear to meet current requirements. Your current procedure for handling used antifreeze, collection in a storage tank for disposal by a waste liquids hauler, is an appropriate and safe method of disposing of this type waste. However, at this time, an alternative waste disposal method is available to you for most used antifreeze.

Waste antifreeze that is unlikely to contain metal contamination (such as from lead) is allowed in small quantities in the sanitary sewer. You could safely dispose of antifreeze from most modern radiators down the drain. I would suggest a policy of continuing to use the waste antifreeze collecting tank for any antifreeze coming from a radiator that for any reason you believe may be contaminated. Otherwise, at this time, it would be acceptable to pour old antifreeze down the drain and flush it through with a few gallons of water to dilute it and get it moving down the sewer.

If you have any questions regarding environmental issues, please call me at 919-2539.

Respectfully,

John D. Cleland, M.S., R.S.  
Environmental Specialist

JDC/sas

SWEDISH AUTO

2/3/93 WED.

3607 GARDENBROOK,

NO JUNK VEHICLES

NOTHING VISUALLY OBTRUSIVE

NO FENCE

SIGN ON WALL ONLY

NO OUTSIDE STORAGE

CLEAN AREA

ADEQUATE LANDSCAPING

PARKING ADEQUATE

DUMPER NOT SCREENED

ONE LARGE BOAT PARKED IN LOT.

2/5 TREES SURROUNDING PROPERTY





S.U.P. - SWEDISH AUTO -

MCDUGALD - ENVIR. CONCERNS - PROBLEMS.

MEMO - TO CONTINUE - (TO COUNCIL & P&Z)  
OR

HAVE THEM VACATE

1 YR. FROM EXPIRATION

\* NO PUBLIC NOTIFICATION REQ'D.

DEED RESTRICTED W/ EXPIRATION  
OF 2/93.



B.P.P. - SWEETEN AUTO -

McDONALD - ENVI. CONCERNS - PROBLEMS.

MEMO - TO CONTINUE - (TO CONVINCE \$652)

OR

HAVE THEM YACATE  
1 YR. FROM EXPIRATION

\* NO PUBLIC NOTIFICATION REQ'D.  
DEED RESTRICTED W/ EXPIRATION  
OF 2/92.